

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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SLAMDUNK SPORTSWEAR, INC.,

Plaintiffs,

v.

Civil No. 08-6258

TD BANKNORTH, N.A.,

Defendant.

---

**COMPLAINT**

This action seeks a temporary and permanent injunction against the payment of the letters of credit listed below, a declaratory Judgment that the letters of credit are ineffective and cannot be drawn upon, and claims for breach and anticipatory breach of contract by the Defendant.

**PARTIES**

1. Plaintiff, Slam Dunk Sportswear, Inc. ("Slam Dunk"), with principal office at 1960 Third Avenue, New York, NY 10029., is incorporated and doing business under the laws of the State of New York.
2. Defendant, TD BankNorth, NA, is a wholly-owned subsidiary of TD Bank Financial Group headquartered in Toronto, Canada.
3. On information and belief, TD BankNorth, NA has its principle corporate offices Two Portland Square, Portland, Maine 04101.
4. The letters of credit in issue were issued by T. D. BankNorth, NA's office located at 2055 Hamburg Turnpike, Wayne, New Jersey.

5. Upon information and a belief, TD BankNorth, NA is not incorporated in this state of New York.

6. This court has jurisdiction over this controversy pursuant diversity jurisdiction exists under 28 U.S.C. § 1332

7. The amount in controversy exceeds \$75,000.00.

8. This action is also brought under the Declaratory Judgment Act, 28 U.S.C. § 2201, to obtain declaratory relief.

9. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(a) and (b).

#### **OTHER RELATED ACTIONS**

10. There are no other related actions involving this claim being litigated between the parties.

#### **BACKGROUND**

11. The subject claims arise out of a series of letters of credit issued by TD BankNorth, NA in which the beneficiary is Cara International Holdings Limited, Eastern Flower Centre, 22 – 25 Cameron Road, Tsimshatsui, Kowloon, Hong Kong.

<b>Letter of Credit Number</b>	<b>Date of Issue</b>	<b>Amounts</b>	<b>Expiration</b>
10004167	10/11/2007	\$ 24,834.18	2/10/2008
10004122	9/24/2007	\$ 190,017.00	3/10/2008
10004114	9/19/2007	\$ 53,512.80	
			\$ 400,899.18

12. Upon information and belief, Cara International Holdings Limited is a corporation organized under the laws of Hong Kong, China.

13. Prior to January 1, 2008, Plaintiff purchased footwear molds and other tooling which are in the possession of Cara International.

14. Letters of credit were issued to secure payment for merchandise timely shipped to plaintiff and to secure the purchase and production of additional footwear moulds and other tooling.

15. Despite requests, Cara International has refused to return possession the footwear molds and other tooling owned by a plaintiff.

16. The value of these molds is approximately \$ 150,000.

17. In addition beneficiary, Cara, has refused to communicate with Plaintiff on the status of the molds and other tooling and existing orders. As a result, Plaintiff assumes the beneficiary, Cara, has terminated its relationship with Plaintiff and will seek to retain all footwear molds and other tooling.

18. Failure to return these molds could result in irreparable damage to the company and possible bankruptcy.

19. Allowing payment on the letters of credit will further unjustly enrich while they threaten the continued viability of the Plaintiff.

**Letters of Credit Numbered 10004114**

20. Letters of Credit Numbered 10004114 in the amount of \$53,512.80 was applied for on September 18, 2007 and issued on September 19, 2007. (Exhibit A). The beneficiary is Cara International Holdings Limited ("Cara") of Hong Kong.

21. Slam Dunk had issued a purchase order to Cara specifying the purchase of certain footwear. (Exhibit B). The purchase order specified a shipment date of December 1, 2007 and an order cancellation date of December 15, 2007.

22. Letter of Credit Numbered 10004114 specified a latest shipping date of December 15, 2007.

23. On or before December 14, 2007, Plaintiff was informed by Cara that the order would not make the shipment date as specified in the Letter of Credit or the Purchase Order. As an accommodation, Plaintiff agreed to amend the letter of credit to extend the shipment time so long as we were allowed to inspect the merchandise. (Exhibit C).

24. This accommodation was rejected by Cara on Saturday, December 15, 2007, in Hong Kong. The letter of credit was never amended.

25. As goods had not been shipped the order was cancelled by Plaintiff on December 20, 2007.

26. On or about January 7, 2007, Plaintiff was notified by Speedy Global Logistics, a freight forwarder and agent for China Shipping Container Lines, of the arrival of container consigned to Slam Dunk from Cara ("Arrival Notice") Exhibit D.

27. The "Arrival Notice" references the Letter of Credit and Purchase Order.

28. In addition, the "Arrival Notice" states the goods packed in Container Numbered DSFU42011603 shipped on China Shipping Container Lines (CSCL) vessel named "Seattle" which departed (E.T.D.) the port of loading (Xiamen, China) on December 26, 2007 and arrived on January 7, 2007 in the Port of Long Beach, California.

29. This state of loading is after latest shipping date of December 15, 2007 stated in Letter of Credit Numbered 10004114.

30. As a result, payment under the letter of credit is improper.

31. On or about the same time, Plaintiff learned from TD BankNorth, NA received a draft and documents under the Letter of Credit 10004114, seeking payment under its terms.

32. The documents presented allegedly conform on their face to letter of credit.

33. The documents have not been accepted as of the date of this complaint under the International Chamber Of Commerce, Uniform Customs And Practices For Document Credits

(ICC Publication 600) ("UCP"), and the Uniform Commercial Code, Article 5, NJ Stat. § 12A:5-101-118.

34. Upon information and belief, the Bill of Lading and another document provided by the beneficiary, Cara, as part of the draw under Letter of Credit Numbered 10004114 are false and fraudulent.

35. Plaintiff obtained a copy of the commercial invoice, packing list and house bill of lading (HBL) issued by Gala Shipping Limited, numbered GA0170554NYC (Exhibit E), from Speedy Global Logistics, the issuer of the Arrival Notice.

36. Upon information and belief, these are copies of the same documents submitted under Letter of Credit 10004114.

37. The bill of lading states "Shipped on Board: Dec. 15, 2007."

38. The statement on HBL numbered GA0170554NYC is false and contradicts with the arrival notice from Speedy Global, the agent for the actual ocean carrier.

39. In addition, China Shipping Container Lines, allows public tracking of containers shipped by its service and the vessel schedules on the internet. See <http://222.66.158.204/module/csp/index.jsp?userside=WAN&do&mod=CSP>.

40. When the shipping schedule for the vessel, CSCL Seattle, and its voyage (Numbered 85 East) was queried, the schedule showed the ship was actually between the ports of Nhava Sheva, India and Port Kelang, Malaysia on December 15, 2007 (Exhibit F).

41. As a result the container listed on HBL numbered GA0170554NYC, Container Number DFSU4201603, could not have been loaded on board the CSCL Seattle on or before December 15, 2007 as required by Letter of Credit 10004114.

42. When the container or master bill of lading (MBL) numbered XMNYC3AG879, is queried, the routing information shows that time of departure from Xiamen, China is December 26, 2007, in accordance with the Arrival Notice. (Exhibit G).

43. As a result, it is evident that the HBL submitted to TD Bank North under the draw under Letter of Credit 10004114 is false and fraudulent.

44. In addition the Letter of Credit 10004114 specifies the following documents is required:

COPY OF A CABLE OR FAX MESSAGE ADDRESSED TO THE APPLICANT GIVING DATE AND MEANS OF SHIPMENT AND DESCRIPTION AND VALUE OF THE GOODS SHIPPED BEARING THE BENEFICIARIES ORIGINAL CERTIFICATION THAT: QUOTE: THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS. UN QUOTE (FOR INSURANCE PURPOSES)

45. The cable or fax specified by this paragraph was never received by Slam Dunk, the applicant for the Letter of Credit 10004114. Consequently, any documents certifying that "THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS" is false and fraudulent.

46. Since the goods did not ship by December 15, 2007, as required by the terms of the Letter of Credit and the fact that the beneficiary submitted false documents to collect on the letter of credit, we request this court to enjoin payment by TB BankNorth to the Beneficiary, Cara.

47. Letter of credit 10004114 also provides that documents are to be presented to TD BANKNORTH NA, in Wayne, New Jersey.

48. The letter of credit provides "documents must be presented within 21 days after shipment or date goods received by freight forwarder if FCR is required."

49. The documents were presented on or about January 7, 2008, which is more than 21 days after the alleged date shipment of December 15, 2007.

50. As a result, the documents are discrepant "on their face to be in compliance with the terms and conditions of the Credit" in accordance with UCP Article 13(a) and Article 14(b).

51. Since the documents appear "on their face not to be in compliance with the terms and conditions of the Credit," defendant should reject the documents as discrepant in accordance with UCP Article 14(c).

**Letters of Credit Numbered 10004122**

52. Plaintiff applied for Letter of Credit Numbered 10004122 in the amount of \$190,017.00 on September 21, 2007, which was issued on September 24, 2007. (Exhibit H).

53. The beneficiary is Cara International Holdings Limited of Hong Kong.

54. Plaintiff issued a purchase Order to Cara specifying the purchase of certain footwear. (Exhibit I). The purchase order specified a shipment date of December 20, 2007.

55. Letter of Credit Numbered 10004122 specified a latest shipping date of January 10, 2008 and that "partial shipment not allowed."

56. As a result, all goods under the order must be shipped together on or before January 10, 2008 in accordance with UCP Article 40.

57. Upon information and belief, the beneficiary, Cara, has again submitted false documents, showing a full shipment of the goods.

58. In particular, Cara indicated it could not meet the shipment date on one style ("Buck Wyler") and could not produce another style (Run-N-Gun"). Therefore, the style was cancelled. As a result, the goods shipped can only constitute a partial shipment prohibited by the letter of credit.

59. On or about January 8, 2008, upon information and belief the beneficiary Cara submitted documents including the invoices and bill of lading to TD BankNorth under Letter of Credit Numbered 10004122 seeking to draw on this letter of credit.

60. Upon information and belief, these documents falsely and fraudulent show that the entire shipment 1466 cartons of 17592 pairs of sneakers.

61. On November 15, 2007, the beneficiary Cara confirmed the cancellation of Run-N-Gun style by stating "was cancelled this Run-N-Gun by Customer." (Exhibit J).

62. In addition, the Letter of Credit 10004122 specifies the following documents is required:

COPY OF A CABLE OR FAX MESSAGE ADDRESSED TO THE APPLICANT GIVING DATE AND MEANS OF SHIPMENT AND DESCRIPTION AND VALUE OF THE GOODS SHIPPED BEARING THE BENEFICIARIES ORIGINAL CERTIFICATION THAT: QUOTE: THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS. UNQUOTE (FOR INSURANCE PURPOSES)

63. The cable or fax specified by this paragraph was never received by Slam Dunk, the applicant of for the Letter of Credit 10004122. As a result, any documents certifying that "THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS" is false and fraudulent.

**Letters of Credit Numbered 10004167**

64. Plaintiff applied for Letter of Credit Numbered 10004167 in the amount of \$24,834.18 on September 8, 2007, which was issued on October 11, 2007. (Exhibit M).

65. The beneficiary is Cara International Holdings Limited of Hong Kong.

66. Plaintiff issued a purchase Order to Cara specifying the purchase of certain footwear. (Exhibit N).

67. Letter of Credit Numbered 10004167 specified a latest shipping date of January 10, 2008 and that "partial shipment not allowed."

68. As a result, all goods under the order must be shipped together on or before January 10, 2008 in accordance with UCP Article 40.

69. Upon information and belief, the beneficiary, Cara, has not shipped the merchandise on or before January 10, 2008.

70. Upon information and belief, the beneficiary, Cara, has or will again submitted false documents, showing a full shipment of the goods.

71. In addition the Letter of Credit 10004167 specifies the following documents is required:

COPY OF A CABLE OR FAX MESSAGE ADDRESSED TO THE APPLICANT GIVING DATE AND MEANS OF SHIPMENT AND DESCRIPTION AND VALUE OF THE GOODS SHIPPED BEARING THE BENEFICIARIES ORIGINAL CERTIFICATION THAT: QUOTE: THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS. UN QUOTE (FOR INSURANCE PURPOSES)

The cable or fax specified by this paragraph was never received by Slam Dunk, the applicant of for the Letter of Credit 10004167. As a result, any documents certifying that "THIS IS A TRUE AND CORRECT COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS OF SHIPMENTS OF THE DESCRIBED GOODS" is false and fraudulent.

#### IRREPARABLE HARM

72. Plaintiff will be irreparably harmed should the Defendant accepts the draws under the above letters of credit.

73. Plaintiff is without an adequate remedy at law to recover from the beneficiary, Cara.

74. On information and belief, beneficiary, Cara, he is not subject to the jurisdiction of the United States.

75. If the draws on the letters of credit are permitted, Plaintiff will be subject to monetary harm of no less than \$400,000, being the total amount of letters of credit discussed above.

76. Additionally, as stated above in paragraph 15, beneficiary, Cara, is in possession and refuse to return certain footwear molds and other tooling which contain proprietary designs and intellectual property.

77. On information and belief, beneficiary, Cara, is seeking to convert these footwear molds and other tooling for its own use.

78. The use of these footwear molds and tooling and production of merchandise using these footwear molds and tooling is no record ball infringement upon Plaintiffs intellectual property.

79. Plaintiffs only remedy at law is to seek to prevent the draws on the letter of credit to further unjustly enrich the beneficiary, Cara.

80. In addition, the continued possession of the molds will irreparable harm to Plaintiff's ability to continue to produce merchandise possibly causing bankruptcy of Plaintiff.

81. But for the grant of equitable relief enjoining payments under the letters of credit, there is a substantial chance that upon final resolution of this action the Plaintiff cannot be returned to the position it previously occupied because of the unavailability of other relief.

82. New Jersey Stat. § 12A:5-109 "Fraud and forgery" provides:

a. If a presentation is made that appears on its face strictly to comply with the terms and conditions of the letter of credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the beneficiary on the issuer or applicant:

(1) the issuer shall honor the presentation, if honor is demanded by (a) a nominated person who has given value in good faith and without notice of forgery or material fraud, (b) a confirmor who has honored its confirmation in good faith, (c) a holder in due course of a draft drawn under the letter of credit which was taken after acceptance by the issuer or nominated person, or (d) an assignee of the issuer's or nominated person's deferred obligation that was taken for value and without notice of forgery or material fraud after the obligation was incurred by the issuer or nominated person; and

(2) the issuer, acting in good faith, may honor or dishonor the presentation in any other case.

b. If an applicant claims that a required document is forged or materially fraudulent or that honor of the presentation would facilitate a material fraud by the beneficiary on the issuer or applicant, a court of competent jurisdiction may temporarily or permanently enjoin the issuer from honoring a presentation or grant similar relief against the issuer or other persons only if the court finds that:

- (1) the relief is not prohibited under the law applicable to an accepted draft or deferred obligation incurred by the issuer;
- (2) a beneficiary, issuer, or nominated person who may be adversely affected is adequately protected against loss that it may suffer because the relief is granted;
- (3) all of the conditions to entitle a person to the relief under the law of this State have been met; and
- (4) on the basis of the information submitted to the court, the applicant is more likely than not to succeed under its claim of forgery or material fraud and the person demanding honor does not qualify for protection under paragraph (1) of subsection a. of this section.

### **BREACH OF CONTRACT**

83. Letter of credit 10004114 also provides that documents are to be presented to TD BANKNORTH NA, in Wayne, New Jersey.

84. The letter of credit provides "documents must be presented within 21 days after shipment or date goods received by freight forwarder if FCR is required."

85. The documents were presented on or about January 7, 2008, which is more than 21 days after the alleged data shipment of December 15, 2007.

86. As a result, the documents are discrepant "on their face to be in compliance with the terms and conditions of the Credit" in accordance with UCP Article 13(a) and Article 14(b).

87. Since the documents appear "on their face not to be in compliance with the terms and conditions of the Credit," defendant should reject the documents as discrepant in accordance with UCP Article 14(c).

88. The commercial letter of credit is a common payment mechanism that permits the buyer in a transaction to substitute the financial integrity of a stable credit source (like Defendant

bank) for his own. The emphasis on documents in letter of credit transactions means that strict compliance with the terms of the letter of credit by the beneficiary and the issuer is required. If the documents do not comply with the terms of the credit, the issuer's duty to pay is not absolute.

89. Defendant's acceptance of documents outside the terms of the letter of credit, upon presentation of non-conforming documents, constituted a breach of its contract with Plaintiff.

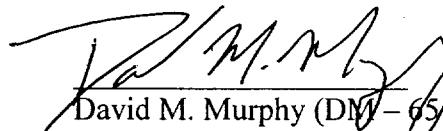
### **PRAYER FOR RELIEF**

**WHEREFORE**, plaintiff respectfully requests that this Court issue a declaratory judgment, holding the following:

- a.) Preliminarily and permanently enjoining defendant, TD Bank North, NA, from accepting drafts or negotiate against documents under Letter of Credit 10004114 under UCP Article 14(a) and NJ. Stat. § 12A:5-109.
- b.) Preliminarily and permanently enjoining defendant, TD Bank North, NA, from accepting drafts or negotiate against documents under Letter of Credit 10004166 under UCP Article 14(a) and NJ. Stat. § 12A:5-109.
- c.) Preliminarily and permanently enjoining defendant, TD Bank North, NA, from accepting drafts or negotiate against documents under Letter of Credit 10004167 under UCP Article 14(a) and NJ. Stat. § 12A:5-109.
- d.) Preliminarily and permanently enjoining defendant, TD Bank North, NA, from accepting drafts or negotiate against documents under Letter of Credit 1000122 under UCP Article 14(a) and NJ. Stat. § 12A:5-109.
- e.) Declaring that the draws under Letters of Credit are false and fraudulent and that acceptance of drafts or negotiation against documents under the letters of credit is unlawful;
- f.) Such further relief as warranted by the Court.

Respectfully submitted,

GRUNFELD, DESIDERIO, LEBOWITZ,  
SILVERMAN & KLESTADT LLP  
399 Park Avenue  
25<sup>th</sup> Floor  
New York, NY 10022  
Tel: (212) 557-4000



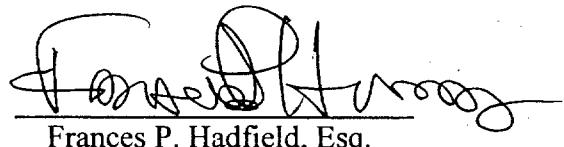
David M. Murphy (DM - 6519)  
Frances P. Hadfield (FH - 5446)

Dated: January 11, 2008

382536\_1

**CERTIFICATE OF SERVICE**

I hereby certify that I am over 18 years of age and that on 1/11/2008 service by federal express of the foregoing papers was made upon Defendant TD BANKNORTH, N.A., at its principal office of Two Portland Square, Maine 04101.



Frances P. Hadfield, Esq.

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## **EXHIBIT A**

Sep-20-2007 10:28am From-PONCE DE LEON FED BANK

12018647625

T-063 P.001/003 F-662

1738396168

TD BANKNORTH-INT'L D

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*Attn:  
Eric*

## IRREVOCABLE NEGOTIABLE CREDIT

DATE: SEPTEMBER 19, 2007

CREDIT NUMBER: 10004114  
EXPIRY: FEBRUARY 15, 2008 COUNTRY  
OF BENEFICIARY

APPLICANT  
SLAMDUNK SPORTWEAR, INC.  
1960 THIRD AVENUE  
NEW YORK, NY 10029

BENEFICIARY  
CARA INTERNATIONAL HOLDINGS LTD  
9/F., EASTERN FLOWER CENTRE  
22-24 CAMERON ROAD,  
TSIMSHATSUI, KOWLOON, HONG KONG

ADVISING BANK:  
CITIBANK  
RE ISSUE PROGRAM  
HONG KONG HONG KONG

WE HEREBY ISSUE THE LETTER OF  
CREDIT FOR AN AMOUNT OR AMOUNTS  
NOT TO EXCEED IN THE AGGREGATE  
US\$553,512.00 (US DOLLARS FIFTY  
THREE THOUSAND FIVE HUNDRED TWELVE  
AND 80/100)

CREDIT AVAILABLE WITH ANY BANK BY  
NEGOTIATION AGAINST PRESENTATION  
OF THE DOCUMENT DETAILED HEREIN  
AND OF YOUR DRAFTS AT 60 DAYS  
AFTER SIGHT DRAWN ON TD BANKNORTH,  
N.A.

PARTIAL SHIPMENT NOT ALLOWED  
TRANSHIPMENT ALLOWED  
PORT OF LOADING: CHINA  
PORT OF DISCHARGE: NEW YORK,  
NY/NEW JERSEY USA AND/OR LOS  
ANGELES, CA  
LATEST SHIRMING DATE: DECEMBER 15,  
2007

COVERING:  
359 CARTONS EQUALS TO 4,308 PAIRS OF SNEAKERS  
PO. NO. 09-091207-C  
FOB CHINA

## DOCUMENTATION REQUIRED:

- + SIGNED COMMERCIAL INVOICE, ORIGINAL AND 3 COPIES.  
COMMERCIAL INVOICE MUST DETAIL: STYLE NO., COLOR, SIZE RUN, QUANTITY,  
AND PRICE OF EVERY STYLE PURCHASED.
- + PACKING LIST, ORIGINAL AND 2 COPIES.
- + COPY OF A CABLE OR FAX MESSAGE ADDRESSED TO THE APPLICANT GIVING DATE  
AND MEANS OF SHIPMENT AND DESCRIPTION AND VALUE OF THE GOODS SHIPPED,  
BEARING THE BENEFICIARIES' ORIGINAL CERTIFICATION THAT: QUOTE: THIS IS  
A TRUE AND ACCURATE COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS  
OF SHIPMENT OF THE DESCRIBED GOODS. UNQUOTE (FOR INSURANCE PURPOSES)

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Sep-20-2007 10:29am From-PONCE DE LEON FED BANK  
 09/20/2007 08:12 9738398168

12018647625 T-063 P.002/003 F-662  
 TD BANKNORTH-INT'L D PAGE 82/84

Page: 2  
 Reference Number: 10004114

OCEAN BILL OF LADING - FULL SETS ARE REQUIRED.  
 CONSIGNMENT TO: THE ORDER OF THE SHIPPER, BLANK ENDORSED. NOTIFY: SLAMDUNK SPORTWEAR, INC., 1960 THIRD AVE, NEW YORK, NY 10029.  
 MARKED FREIGHT COLLECT.  
 WE UNDERSTAND, INSURANCE WILL BE EFFECTED BY BUYER.  
 BEARING THIS LETTER OF CREDIT NUMBER. FREIGHT FORWARDER'S CARBON RECEIPT  
 ACCEPTABLE IN LIEU OF BILL OF LADING CONSIGNMENT TO SLAMDUNK SPORTWEAR,  
 INC.

ADDITIONAL CONSIDERATIONS:

+EARLIER SHIPMENT ARE PERMITTED PROVIDED THAT DOCUMENTS ARE PRESENTED  
 WITHIN 21 DAYS AFTER SHIPMENT DATE, BUT WITHIN CREDIT VALIDITY.

+DOCUMENTS WITH DISCREPANCIES WILL BE REJECTED. HOWEVER,  
 NOTWITHSTANDING ANY PRIOR NOTICE OF REJECTION BY US, WE RESERVE THE  
 RIGHT TO ACCEPT A WAIVER OF DISCREPANCIES FROM THE APPLICANT, AND  
 SUBJECT TO OUR CONCURRENCE WITH SUCH WAIVER, WE RESERVE THE RIGHT TO  
 RELEASE DOCUMENTS AGAINST SUCH WAIVER WITHOUT THE PRESENTOR,  
 PROVIDED THAT NO WRITTEN INSTRUCTIONS TO THE CONTRARY ARE RECEIVED BY  
 US FROM THE PRESENTOR BEFORE SUCH RELEASE.

+WHEN PRESENTING DOCUMENTS TO TD BANKNORTH N.A., 2055 HAMBURG TURNPIKE,  
 WAYNE, NJ USA 07470, ATTN: INTERNATIONAL DEPARTMENT, PLEASE PRESENT AN  
 ADDITIONAL COPY OF ALL DOCUMENTS FOR OUR FILE. A COPY FEE OF JSL 10.00  
 WILL BE DEDUCTED FROM THE PROCEEDS OF EACH DRAWING PRESENTED WITHOUT  
 THE REQUIRED COPIES.

+ALL CHARGES OTHER THAN THOSE OF THE ISSUING BANK ARE FOR ACCOUNT OF  
 THE BENEFICIARY.

+A DISCREPANCY FEE WILL BE DEDUCTED FROM THE PROCEEDS OF PAYMENT FOR  
 DOCUMENTS PRESENTED THAT DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF  
 THE LETTER OF CREDIT. SAID DISCREPANCY FEE SHALL BE ASSESSED PER SET  
 OF DOCUMENTS AND NOT PER DRAFT OR PER DRAWING. NEGOTIATING BANK TO  
 FORWARD DRAFT AND DOCUMENTS TO US IN A SINGLE MAILING.

+DOCUMENTS MUST BE PRESENTED WITHIN 21 DAYS AFTER SHIPMENT OR DATE  
 GOODS RECEIVED BY FREIGHT FORWARDER IF PCR IS REQUIRED.

+THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS  
 CREDIT BY THE NEGOTIATING BANK.

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Sep-20-2007 10:28am From-PONCE DE LEON FED BANK  
09/20/2007 08:12 9738396168

12018647625 T-063 P-003/003 F-662  
TD BANKNORTH-INT'L D PAGE 03/04

Page: 3  
Reference Number: 10004114

WE HEREBY ENGAGE WITH DRAWERS, ENDORSEES AND BONA FIDE HOLDERS THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT ON OR BEFORE EXPIRATION DATE WILL BE DULY HONORED BY US.

THE DOCUMENTARY CREDIT IS SUBJECT TO THE VERSION OF THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, WHICH IS IN EFFECT ON THE DATE OF ISSUE. KINDLY ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF INTERNATIONAL, 2056 HAMBURG TURNPIKE, WAYNE, NJ 07470 IF YOU NEED ASSISTANCE YOU MAY CONTACT CLARISSA SEPULVEDA AT (973) 263-4000.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Page 3 of 3

**D Banknorth, N.A.**

International Department  
 2055 Hamburg Turnpike  
 Wayne, NJ 07470  
 Telephone: 973-283-4000  
 Facsimile: 973-839-6426

L/C no. \_\_\_\_\_  
 (For Bank Use)

**APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT (Page 1 of 2)**  
 (If using this form electronically, you should tab between fields or **DOUBLE**-click them with your mouse. Check boxes can be marked by hitting your space bar. Please see guidelines for completing this application on page 2.)

Subject to our Master Letter of Credit Agreement with you, please issue an irrevocable Commercial Letter of Credit (L/C) substantially as set forth below, and

send the original L/C directly to the Beneficiary

send the L/C to the Advising Bank indicated or your chosen correspondent, as applicable (for delivery to the Beneficiary)

by  cable (SWIFT/telex/cablegram).  courier.  airmail.  other: \_\_\_\_\_

Advising Bank (optional) <sup>2</sup> <b>HANG SENG BANK</b> <b>HANG SENG TOWER, TEIFORD PLAZA</b> <b>33 WAI YIP STREET, KOWLOON BAY, HONG KONG</b> <b>SWIFT# HASEHKHH</b>	Applicant: (Correspondent Bank on whose behalf Credit is issued) <b>PONCE DE LEON FEDERAL BANK</b> <b>3821 BERGENLINE AVENUE</b> <b>UNION CITY, NJ 07087</b>
Beneficiary of L/C (name & address expected to appear on invoices) <b>CARA INTERNATIONAL HOLDINGS LIMITED</b> <b>9/F., EASTERN FLOWER CENTRE</b> <b>22-24 CAMERON ROAD, TSIMSHATSUI</b> <b>KOWLOON, HONG KONG</b> <b>TEL. 852-2311 8380 / FAX. 852-2722 0672</b>	Amount (U.S. dollars unless otherwise indicated) up to: <b>\$ 53,512.80</b> plus or minus <b>      </b> %
Account Party: (Insert only if different from Applicant) <b>SLAMDUNK SPORTSWEAR, INC.</b> <b>1960 THIRD AVENUE</b> <b>NEW YORK, NY 10029</b>	Expiry Date of L/C (month in words, day, year) <b>FEBRUARY 15, 2008</b> in the country of the Beneficiary unless otherwise indicated

Please make the L/C subject to the Uniform Customs and Practice for Documentary Credits (UCP) currently in effect.

Documents must be presented within 21 days after shipment (21 days if not otherwise specified) but, in any case, within the validity of the credit.

Draft(s) must be drawn at (specify "sight" or other tenor<sup>3</sup>) **60 DAYS AFTER SIGHT** (sight if not otherwise specified) for       % (100% unless otherwise specified) of Commercial Invoice value drawn on you or (specify other drawee if desired) \_\_\_\_\_ and accompanied by the following documents<sup>4</sup>:

Original and 2 copy(ies) of Commercial Invoice describing goods as<sup>5</sup>: **359 CARTONS EQUALS 4,308 PAIRS OF SNEAKERS PO#09-091707-C**

## APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT (Page 2 of 2)

EXW<sup>6</sup> (Ex Works, Ex Factory At) \_\_\_\_\_ (place)  
 FCA<sup>6</sup> (Free Carrier At) \_\_\_\_\_ (place)  
 CPT<sup>6</sup> (Carriage Paid To) \_\_\_\_\_ (place)  
 CIP<sup>6</sup> (Carriage & Insurance Paid To) \_\_\_\_\_ (place)  
 FOB<sup>6</sup> (Free On Board At) CHINA (port of loading) (for port-to-port ocean shipments only; otherwise use FCA)  
 CFR<sup>6</sup> (Cost & Freight Paid To) \_\_\_\_\_ (port of discharge) (for port-to-port ocean shipments only; otherwise use CPT)  
 CIF<sup>6</sup> (Cost, Insurance & Freight Paid To) \_\_\_\_\_ (port of discharge) (for port-to-port ocean shipments only; otherwise use CIP)  
 Other terms \_\_\_\_\_

Marine Cargo Insurance Policy or Certificate (for CIP and CIF<sup>6</sup> shipments) in negotiable form for at least \_\_\_\_ % (110% unless otherwise specified) of Commercial Invoice value, endorsed in blank and covering the following risks:  
 All risks warehouse-to-warehouse  
 All risks warehouse-to-warehouse including war risks and strikes, riots and civil commotions  
 Other (specify) \_\_\_\_\_

Copy of a cable or fax message addressed to the Applicant giving date and means of shipment and description and value of the goods shipped, bearing the Beneficiary's original signed certification that "This is a true and accurate copy of a message sent as addressed within two days of shipment of the described goods" (for insurance purposes on EXW, FCA, CPT, FOB, and CFR<sup>6</sup> shipments).

Full set of Multimodal Transport (Door-to-Door) Bills of Lading showing place of receipt as \_\_\_\_\_ and place of delivery or final destination as \_\_\_\_\_ consigned to the order of the shipper, endorsed in blank.  
 Full set of Port-to-Port Bills of Lading showing port of loading as CHINA and port of discharge as NEW YORK/NEW JERSEY/ LOS ANGELES, consigned to order of shipper, endorsed in blank.  
 Transshipment<sup>7</sup> prohibited (only applies to Port-to-Port Bills of Lading).  
 Original Shipper's Copy of Air Waybill, showing airport of departure as \_\_\_\_\_ and airport of destination as \_\_\_\_\_, consigned to \_\_\_\_\_

Beneficiary's certificate that "one extra set of documents is accompanying the air shipment." (not applicable to ocean shipments)

The above Bills of Lading, Air Waybill or other transport documents are to be marked and evidence:  
 Freight<sup>8</sup>:  Collect  Prepaid Notify Party<sup>9</sup>: SLAMDUNK SPORTSWEAR INC.  
 Partial shipments:  Allowed  Not allowed Shipment not later than: DECEMBER 15, 2007  
 Forwarder's Cargo Receipt issued by \_\_\_\_\_ showing merchandise received no later than \_\_\_\_\_, consigned to or held at the disposal of the Applicant.

Original and 2 copy(ies) of Packing List.  
 Original and   copy(ies) of Certificate of Origin.  
 Beneficiary's certificate that "one set of original documents has been couriered directly to \_\_\_\_\_."  
 Original and 2 copy(ies) of FOOTWEAR INTERIM INVOICE.

## SPECIAL CONDITIONS/INSTRUCTIONS

Please make the L/C transferable in full or in parts by any bank. (not permitted unless marked)  
 All bank charges other than those of the Issuing Bank are for the account of the Beneficiary. (for Applicant if not marked)  
 Discount charges, if any (applicable only to drafts other than "sight"), are for the account of the  Beneficiary.  Applicant.  
 All documents are to be sent to you in one lot by courier. (airmail if not marked)  
 Other conditions/instructions: EARLIER SHIPMENTS PERMITTED, COMMERCIAL INVOICES MUST DETAIL: STYLE #, COLOR, SIZE RUN, QUANTITY AND PRICE OF EVERY STYLE PURCHASED

## APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT (Page 3 of 2)

**FULL SET ORIGINAL OCEAN BILL OF LADING CONSIENEED TO: THE ORDER OF THE SHIPPER, BLANK ENDORSED, NOTIFY: SLAMDUNK SPORTSWEAR INC. 1960 THIRD AVE, NEW YORK, NY 10029, MARKED FREIGHT COLLECT, BEARING THIS LETTER OF CREDIT NUMBER.**

**IF FOWARDER CARGO RECEIPT IS IN LIEU OF BILL OF LADING, CONSIENEED TO SLAMDUNK SPORTSWEAR INC. 1960 THIRD AVE, NEW YORK, NY 10029**

**SLAMDUNK SPORTSWEAR, INC.**

Account Party Name (if different from Applicant)



9/18/2007

Authorized Signature

Date

Applicant (Correspondent Bank's Name, if applicable)

Authorized Signature

Date

Phone No.: 212 216-9462

Fax No.: 212-216-9344

Phone No.:

Fax No.:

**GUIDELINES FOR COMPLETING THIS APPLICATION FORM**

1. If the proper arrangements have been made, applications and inquiries may be submitted by fax or e-mail to the addresses listed.
2. Advising Bank: If none is specified, the L/C will be advised through one of TD-BANKNORTH, N.A. Bank's correspondent banks/branches in the country of the Beneficiary.
3. Tenor: 'Sight' means payable immediately. For 'time' items, the tenor or maturity date should be specified. Example: '30 days after date of shipment'
4. Documents: Choose/specify all documents required for clearance of goods and internal use and to provide satisfactory evidence of shipment of goods as ordered. Keep in mind that non-documentary conditions cannot be included and the bank will pay as long as documents comply.
5. Merchandise: Description of goods should be as in the Beneficiary's proforma invoice but only in generic terms without excessive details such as quality, specifications, measurements, etc. This description will be required in the invoice presented under the L/C.
6. Shipping Terms: Shipping terms listed are standard Incoterms published by the International Chamber of Commerce and are used in international shipments to divide costs, rights, and obligations between buyers and sellers. *Do not be confused by the fact that some of the same terms are in common use for domestic shipments but have different meanings under the Uniform Commercial Code*, which only covers shipments within the United States, not internationally. In particular, FOB, CFR, and CIF are used internationally when goods are to be shipped via ocean and where it is agreed that the seller is responsible for inland carriage to the port of loading and any damage to the goods until they "cross the ship's rail." These 3 terms should not be used when requesting multimodal transport or when shipment is expected to be made in containers.
7. Transshipment: Unloading and reloading from one vessel to another of break-bulk goods during ocean carriage. Allowed unless otherwise specified. Even if prohibited, transshipment is allowed when goods are containerized and any time air or multimodal transport is requested unless the prohibition is explicitly stated under Other Instructions, e.g. "transport documents must not evidence unloading and reloading of goods, even if in containers, between the port of loading and the port of destination."
8. Freight: Choose 'prepaid' or 'collect' to match shipping term/Incoterm chosen.
9. Notify Party: Party to be notified by the carrier upon arrival of goods (usually a customs broker).

## **EXHIBIT B**

**G-Force Athletics, LLC.**  
http://www.gforceathletics.com

45 W. 34th Street, New York, NY 10001  
Tel: (212) 216-9462 Fax (212) 216-9344

P/O No.: 09091707  
P/O Date: 9/17/2007  
Page 1

**Purchase Order**

Vendor ID: 000009 Terms:

Ship Via: UPS SCS

Print Time: 9/18/2007 17:18

Attn:  
**CARA INTERNATIONAL HOLDINGS LTD.**  
9/F EASTERN FLOWER CENTRE, 22-24 CA  
ROAD  
TSIMSHATSUI, KOWLOON, HONG,  
Tel: Fax:

Ship To Address:  
**G-Force Athletics, LLC.**  
45 W. 34th Street  
New York, NY 10001

Payment Terms			Cancellation Date		Ship Date			FOB Point			
60 DAYS AFTER SIGHT			12/15/2007		12/01/2007			XIAMEN			
Item No.	Color	Run	Description		Pr/Cs	Pr Qty	Cs Qty	Est.Rcv	PrPrice	CsPrice	Ext.Amt.
1810213	Carolina/Multi	A	Bang Mid-	Carolina/Multi (Dream Team)	12		10	1/01/2007	12.10	145.20	1452.00
1810213	Carolina/Multi	B	Bang Mid-	Carolina/Multi (Dream Team)	12		53	1/01/2007	12.10	145.20	7695.60
1810213	Carolina/Multi	C	Bang Mid-	Carolina/Multi (Dream Team)	12		37	1/01/2007	12.10	145.20	5372.40
2810213	Carolina/Multi	Z	Bang Mid-	Carolina/Multi (Dream Team)	12		117	1/01/2007	11.20	134.40	15724.80
1810201	White/Red	A	Bang Mid-	White/Red (Tokyo)	12		8	1/01/2007	14.50	174.00	1392.00
1810201	White/Red	B	Bang Mid-	White/Red (Tokyo)	12		32	1/01/2007	14.50	174.00	5568.00
1810201	White/Red	C	Bang Mid-	White/Red (Tokyo)	12		22	1/01/2007	14.50	174.00	3828.00
2810201	White/Red	Z	Bang Mid-	White/Red (Tokyo)	12		80	1/01/2007	13.00	156.00	12480.00

Total Order: 8 Items	Open Stk Qty:	Cases: 359	Purchase Amount: 53512.80
For Customer:	Actual Ship Cases:		

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT C**

Wed, Jan 9, 2008 1:43 PM

**Subject: G-Force - L/C Amendment**

**Date:** Saturday, December 15, 2007 3:35 AM

**From:** Helena - Cara <helena@cara.com.hk>

**To:** <esasson@gforceathletics.com>

**Cc:** <annette@cara.com.hk>, Elizabeth Yeung - Cara <elizabeth@cara.com.hk>, 'rosalee' <rosalee@cara.com.hk>, 'raphaelho-cara' <raphaelho@cara.com.hk>, <slamdunksportswear@yahoo.com>

**Conversation:** G-Force - L/C Amendment

Dear Eric

Here are our answers to your points.

1. We agree to pay amendment fee of this L/C. Please send application to your bank for L/C amendment as soon as possible.

2. Please advise the difference in the expedited container service (22 Day Vessel) first.

3. In accordance with our trade practice, there is no inspection carried out. We do not agree with your extra requirements.

Thanks & best regards

Helena Lam

Cara International Holdings Ltd.

Tel.: 852-2311 8380 (Ext. 17) / Fax: 852-2722 0672

-----Original Message-----

From: Eric Sasson [mailto:esasson@gforceathletics.com]

Sent: Friday, December 14, 2007 11:31 AM

To: Helena - Cara; 'David - Cara'; Rosa Lee-Cara; 'Annette Hui - Cara'

Subject: L/C Amendment

Hi Helena,

We would gladly amend the L/C on these points:

1. Cara will be responsible for the L/C amendment Charge
2. Cara will be responsible for difference in the expedited container service. (22 Day Vessel)
3. Cara will agree to a third party inspection on the shoes.

If all these conditions are ok, we will gladly amend L/C.

Thanks

Eric Sasson  
G-force Athletics, LLC  
Office: 212.216.9462  
Cell: 908.433.3370

Wed, Jan 9, 2008 1:42 PM

**Subject: FW: G-Force - L/C Amendment****Date:** Thursday, December 20, 2007 6:42 AM**From:** Helena - Cara <helena@cara.com.hk>**To:** <esasson@gforceathletics.com>**Cc:** <slamdunksportswear@yahoo.com>, <annette@cara.com.hk>, 'Rosa Lee-Cara' <rosalee@cara.com.hk>, Elizabeth Yeung - Cara <elizabeth@cara.com.hk>, <raphaelho@cara.com.hk>**Conversation:** G-Force - L/C Amendment

Dear Eric

We do not accept your cancellation of po# 09-091707-C in such a late notice and we reserve the right to claim for any damages.

Best regards

Helena Lam

Cara International Holdings Ltd.

Tel.: 852-2311 8380 (Ext. 17) / Fax: 852-2722 0672

-----Original Message-----

**From:** Eric Sasson [mailto:esasson@gforceathletics.com]

**Sent:** Thursday, December 20, 2007 5:01 AM

**To:** Helena - Cara

**Subject:** Re: G-Force - L/C Amendment

**Importance:** High

Dear Helena,

-Due to the fact that our business relationship is coming to an end, and Cara is not allowing our relationship to end gracefully, the way we prefer. We no longer have confidence that Cara is protecting our best interest in China. In order for us to accept all shoes at this point, based on current climate between our two companies, we find it mandatory to inspect all final shipments.

-PO#09-091707-C : Please cancel this shipment, Reason, past ship-date.

Thanks

Eric Sasson  
G-force Athletics, LLC  
Office: 212.216.9462  
Cell: 908.433.3370

> From: Helena - Cara <helena@cara.com.hk>  
> Date: Sat, 15 Dec 2007 16:35:36 +0800  
> To: <esasson@gforceathletics.com>  
> Cc: <annette@cara.com.hk>, Elizabeth Yeung - Cara <elizabeth@cara.com.hk>,

> 'rosalee' <rosalee@cara.com.hk>, 'raphaelho-cara' <raphaelho@cara.com.hk>,  
> <slamdunksportswear@yahoo.com>  
> Subject: G-Force - L/C Amendment  
>  
> Dear Eric  
>  
> Here are our answers to your points.  
>  
> 1. We agree to pay amendment fee of this L/C. Please send application to  
> your bank for L/C amendment as soon as possible.  
>  
> 2. Please advise the difference in the expedited container service (22 Day  
> Vessel) first.  
>  
> 3. In accordance with our trade practice, there is no inspection carried  
> out. We do not agree with your extra requirements.  
>  
> Thanks & best regards  
> Helena Lam  
> Cara International Holdings Ltd.  
> Tel.: 852-2311 8380 (Ext. 17) / Fax: 852-2722 0672  
>  
> -----Original Message-----  
> From: Eric Sasson [mailto:esasson@gforceathletics.com] <mailto:esasson@gforceathletics.com%5d>  
> Sent: Friday, December 14, 2007 11:31 AM  
> To: Helena - Cara; 'David - Cara'; Rosa Lee-Cara; 'Annette Hui - Cara'  
> Subject: L/C Amendment  
>  
> Hi Helena,  
>  
> We would gladly amend the L/C on these points:  
>  
> 1. Cara will be responsible for the L/C amendment Charge  
> 2. Cara will be responsible for difference in the expedited container  
> service. (22 Day Vessel)  
> 3. Cara will agree to a third party inspection on the shoes.  
>  
> If all these conditions are ok, we will gladly amend L/C.  
>  
> Thanks  
>  
>  
> Eric Sasson  
> G-force Athletics, LLC  
> Office: 212.216.9462  
> Cell: 908.433.3370  
>  
>  
>

## **EXHIBIT D**

**SPEEDY GLOBAL LOGISTICS, LLC.**

5250 W.CENTURY BLVD SUITE#207  
 LOS ANGELES, CA 90045  
 (TEL)310-410-0840 (FAX)310-410-0912  
 E-MAIL : [speedy-lax@speedy-logistics.com](mailto:speedy-lax@speedy-logistics.com)

**Bill**

SLAMDUNK SPORTWEAR, INC.  
 1960 THIRD AVE,  
 NEW YORK, NY 10029

**Consignee**

SLAMDUNK SPORTWEAR, INC.  
 1960 THIRD AVE,  
 NEW YORK, NY 10029

TEL:908-433-3370

**Cargo Location**

CSX - SOUTH KEARNY, NJ (FIRMS: E389)  
 700 OLD FISH HOUSE ROAD,  
 SOUTH KEARNY, NJ 07032  
 TEL : 973-274-2400

**Arrival Notice - Invoice**

Invoice # : ILA16241  
 Invoice Date : 01/07/08  
 Reference No. : OI2921

M B/L # : CHHKXMNYC3AG879

AMS B/L # : GA0710554NYC

SCAC # : SYAL

H. B/L # : GA0710554NYC

\*\*\*O B/L REQUIRED\*\*\*

Carrier : CHINA SHIPPING

Vsl/Voy. : CSCL SEATTLE V.0085E

E.T.D. : 12/26/07

E.T.A. : 01/07/08

Final Date : 01/16/08

Port of Loading : XIAMEN, CHINA

Port of Discharge : LONG BEACH, CA

Final Destination : NEW YORK, NY

Shipper : CARA INTERNATIONAL HOLDINGS LTD

4336.50 KGS

IT No. & Date : VRA08494150 01/07/08 LONG BEACH, CA

44.670 CBM

Nature Of Goods : FOOTWEAR - 4308 PAIRS OF SNEAKERS  
 PO. NO. 09-091707-C  
 LETTER OF CREDIT NO. 10004114

359 CARTONS

**Container No.****Brokerage**

DFSU4201603 40 ST S/N:G659357

**Freight Bill**

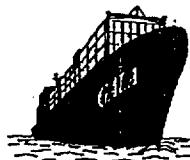
Description of Charges	Amount
IMPORT HANDLING CHARGE	55.00
<b>Total Charges</b>	<b>55.00</b>

\* Please make your check payable to : **SPEEDY GLOBAL LOGISTICS, LLC.**

\* Cargo will be released against surrender of bill of lading and payment of charges. Please allow 24 hours for release of direct call FCL shipments after receipt of payment and original bill of lading. Please allow 48 hours for release of IPI/MLB/RIPI FCL shipments after receipt of payment and original bill of lading. Unpaid charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment.

OIH\_AN

## **EXHIBIT E**



# GALA Shipping Limited

## BILL OF LADING

SHIPPER/EXPORTER (2) (COMPLETE NAME AND ADDRESS) CARA INTERNATIONAL HOLDINGS LTD 9/F., EASTERN FLOWER CENTRE, 22-24 CAMERON ROAD, TSIMSHATSUI, KOWLOON, HONG KONG		DOCUMENT NO. (5) GA0710554NYC	FMC MVOC LIC/2238NF	
		EXPORT REFERENCES (6) Job No: SE20070465		
CONSIGNEE (3) (COMPLETE NAME AND ADDRESS) TO THE ORDER OF THE SHIPPER		FORWARDING AGENT - REFERENCES (7)		
		POINT AND COUNTRY OF ORIGIN (8)		
NOTIFY PARTY (4) (COMPLETE NAME AND ADDRESS) SLAMJAK SPORTWEAR, INC. 1960 THIRD AVE, NEW YORK, NY 10029		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) FORWARDING AGENT: SPEEDY INTERNATIONAL LLC (LAX) 5250 W. CENTURY BLVD., SUITE 207, LOS ANGELES CA90045 SAMANTHA PONG TEL: 310-410-0840 FAX: 310-410-0912		
PIER/TERMINAL (10)				
VESSEL (11) FLAG CSCL SEATTLE	PORT OF LOADING (12) XIAMEN, CHINA	ONWARD INLAND ROUTING (15)		
PORT OF DISCHARGE FROM VESSEL (13) LOS ANGELES, CA	FOR TRANSSHIPMENT TO (14) NEW YORK, USA, NY			
MARKS AND NUMBERS	NO. OF PKGS.	PARTICULARS FURNISHED BY SHIPPER DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
(16) DESU4201603 /G659357	(17)	(18) CONTAINER NOS. /40' /CY/CY  SHIPPER'S LOAD & COUNT & SEAL S.T.C. : - ***THIS SHIPMENT CONTAINS NO WOOD PACKING MATERIALS  MARKS & NOS. & DESCRIPTION OF GOODS AS PER LIST ATTACHED.  359 CARTON(S)	(19) KGS 4336.500	(20) CBM 44.670
, TOTAL: ONE(1X40') CONTAINER(S) ONLY		SHIPPED ON BOARD : Dec 15, 2007		
FREIGHT AND CHARGES PAYABLE AT		DESTINATION	PREPAID <input type="checkbox"/>	COLLECT <input type="checkbox"/>
	PREPAID	COLLECT	RECEIVED the goods or the containers, vans, trailers, pallet units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated, to be transported, delivered or transhipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this bill of lading contract.	
"FREIGHT COLLECT"		AS ARRANGED	IN WITNESS WHEREOF, the Master or agent of said vessel has signed THREE (3) bills of lading, all of the same tenor and date, one of which being accomplished, the others to stand void.	
TOTAL			BY <u>GALA LOGISTICS LIMITED</u> AS AGENT FOR THE CARRIER CHINA SHIPPING CONTAINER LINES DATED (HONG KONG) CO. LTD Dec 15, 2007	

Ref. No. 014610

0210453

BL NO.  
GA0710554NYC

## **EXHIBIT F**

Schedule By Vessel						
Real/Plan	Vessel Name	Voyage	Leg	Port	Arrival Date	Sailing Date
R	CSCL SEATTLE	0085	E	JEBEL ALI	2007-12-09	2007-12-10
R	CSCL SEATTLE	0085	E	NHAVA SHEVA	2007-12-13	2007-12-14
R	CSCL SEATTLE	0085	E	PORT KELANG	2007-12-18	2007-12-19
R	CSCL SEATTLE	0085	E	NANSHA/GUANGDONG(XINGANG)	2007-12-22	2007-12-23
R	CSCL SEATTLE	0085	E	HONG KONG	2007-12-23	2007-12-24
R	CSCL SEATTLE	0085	E	YANTIAN	2007-12-24	2007-12-24
R	CSCL SEATTLE	0085	E	XIAMEN	2007-12-25	2007-12-26
R	CSCL SEATTLE	0085	E	PUSAN	2007-12-28	2007-12-28
R	CSCL SEATTLE 0085	E	LONG BEACH,CA		2008-01-07	2008-01-10

<http://222.66.158.204/module/csp/index.jsp?userside=WAN&do&mod=CSP> as of 1/8/2008 2:45 PM

## **EXHIBIT G**

**CS CHINA SHIPPING CARGO TRACKING****B/L INFORMATION**

BL NO	LOADING PORT	DISCHARGE PORT
XMNYC3AG879	XIAMEN	LONG BEACH,CA

**UNIT INFORMATION**

UNIT NO	SEAL NO	CONTAINER TYPE
DFSU4201603	G659357	40GP

**ROUTING INFORMATION**

VESSEL&VOYAGE	PORT FROM	ETD	PORT TO	ETA
CSCL SEATTLE 0085 E	XIAMEN	2007-12-26	LONG BEACH,CA	2008-01-07

The cargo status provided here is port to port information and for your reference only.  
If you want further message on CARGO TRACKING,please contact us by E-Mail.

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[http://222.66.158.204/cargo\\_track/cargo\\_track\\_rst.jsp](http://222.66.158.204/cargo_track/cargo_track_rst.jsp) as of 1/9/2008 12:22 PM

## **EXHIBIT H**

09/24/2007 16:39 9738396168

PAGE 02/04

*Attn:*  
*Eric*

10001802

## IRREVOCABLE NEGOTIABLE CREDIT

DATE: SEPTEMBER 24, 2007

CREDIT NUMBER: ██████████  
EXPIRY: MARCH 10, 2008 COUNTRY OF  
BENEFICIARY

APPLICANT  
SLAMDUNK SPORTWEAR, INC.  
1960 THIRD AVENUE  
NEW YORK, NY 10029

BENEFICIARY  
CARA INTERNATIONAL HOLDINGS LTD  
9/F., EASTERN FLOWER CENTRE  
22-24 CAMERON ROAD,  
TSIMSHATSUI, KOWLOON, HONG KONG

ADVISING BANK:  
CITIBANK  
RE ISSUE PROGRAM  
HONG KONG HONG KONG

PARTIAL SHIPMENT NOT ALLOWED  
TRANSSHIPMENT ALLOWED  
PORT OF LOADING: CHINA  
PORT OF DISCHARGE: LOS ANGELES, CA  
AND/OR NEW YORK, NY/NEW JERSEY USA  
LATEST SHIPPING DATE: JANUARY 10,  
2008

WE HEREBY ISSUE THE LETTER OF  
CREDIT FOR AN AMOUNT OR AMOUNTS  
NOT TO EXCEED IN THE AGGREGATE  
USD8190,000.00 (US DOLLARS ONE  
HUNDRED NINETY THOUSAND SEVENTEEN)  
CREDIT AVAILABLE WITH ANY BANK BY  
NEGOTIATION AGAINST PRESENTATION  
OF THE DOCUMENT DETAILED HEREIN  
AND OF YOUR DRAFTS AT 60 DAYS  
AFTER SIGHT DRAWN ON TD BANKNORTH,  
N.A. AT 100 PERCENT INVOICE VALUE

COVERING:  
1466 CARTONS EQUALS 17,592 PAIRS OF SNEAKERS PO NO. 10-091807-C  
TO CHINA

DOCUMENTATION REQUIRED:

+ SIGNED COMMERCIAL INVOICE, ORIGINAL AND 3 COPIES. COMMERCIAL INVOICE  
MUST DETAIL: STYLE NO., COLOR, SIZE RUN, QUANTITY AND PRICE OF EVERY  
STYLE PURCHASED.  
+ PACKING LIST, ORIGINAL AND 2 COPIES.  
+ FOOTWEAR INTERIM INVOICE.  
+ COPY OF A CABLE OR FAX MESSAGE ADDRESSED TO THE APPLICANT GIVING DATE  
AND MEANS OF SHIPMENT AND DESCRIPTION AND VALUE OF THE GOODS SHIPPED,  
BEARING THE BENEFICIARIES' ORIGINAL CERTIFICATION THAT: QUOTE: THIS IS  
A TRUE AND ACCURATE COPY OF A MESSAGE SENT AS ADDRESSED WITHIN TWO DAYS  
OF SHIPMENTS OF THE DESCRIBED GOODS. UNQUOTE (FOR INSURANCE PURPOSES)  
OCEAN BILL OF LADING - FULL SETS ARE REQUIRED.  
CONSIGNMENT TO: THE ORDER OF THE SHIPPER, BLANK ENDORSED. NOTIFY:

Page 1 of 3

09/24/2007 16:39 9738396168

TD BANKNORTH-INT'L D

PAGE 03/04

Page: 2  
Reference Number: 10004122

SLAMDUNK SPORTWEARS INC., 1960 THIRD AVE, NEW YORK, NY 10029 .  
MARKED FREIGHT COLLECT.

WE UNDERSTAND, INSURANCE WILL BE EFFECTED BY BUYER.  
BEARING THIS LETTER OF CREDIT NUMBER. FREIGHT FORWARDER'S CARGO RECEIPT  
ACCEPTABLE IN LIEU OF BILL OF LADING CONSIGNMENT TO SLAMDUNK SPORTWEARS  
INC., 1960 THIRD AVE, NY, NY 10029

ADDITIONAL CONSIDERATIONS:

+EARLIER SHIPMENT PERMITTED PROVIDED THAT DOCUMENTS ARE PRESENTED WITHIN  
21 DAYS AFTER SHIPMENT, BUT WITHIN THE CREDIT VALIDITY.

+DOCUMENTS WITH DISCREPANCIES WILL BE REJECTED. HOWEVER,  
NOTWITHSTANDING ANY PRIOR NOTICE OF REJECTION BY US, WE RESERVE THE  
RIGHT TO ACCEPT A WAIVER OF DISCREPANCIES FROM THE APPLICANT, AND  
SUBJECT TO OUR CONCURRENCE WITH SUCH WAIVER, WE RESERVE THE RIGHT TO  
RELEASE DOCUMENTS AGAINST SUCH WAIVER WITHOUT TO THE PRESENTOR,  
PROVIDED THAT NO WRITTEN INSTRUCTIONS TO THE CONTRARY ARE RECEIVED BY  
US FROM THE PRESENTOR BEFORE SUCH RELEASE.

+WHEN PRESENTING DOCUMENTS TO TD BANKNORTH N.A., 2055 HAMBURG TURNPIKE,  
WAYNE, NJ USA 07470, ATTN: INTERNATIONAL DEPARTMENT, PLEASE PRESENT AN  
ADDITIONAL COPY OF ALL DOCUMENTS FOR OUR FILE. A COPY FEE OF US\$ 10.00  
WILL BE DEDUCTED FROM THE PROCEEDS OF EACH DRAWING PRESENTED WITHOUT  
THE REQUIRED COPIES.

+ALL CHARGES OTHER THAN THOSE OF THE ISSUING BANK ARE FOR ACCOUNT OF  
THE BENEFICIARY.

+A DISCREPANCY FEE WILL BE DEDUCTED FROM THE PROCEEDS OF PAYMENT FOR  
DOCUMENTS PRESENTED THAT DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF  
THE LETTER OF CREDIT. SAID DISCREPANCY FEE SHALL BE ASSESSED PER SET  
OF DOCUMENTS AND NOT PER DRAFT OR PER DRAWING. NEGOTIATING BANK TO  
FORWARD DRAFT AND DOCUMENTS TO US IN A SINGLE MAILING.

+DOCUMENTS MUST BE PRESENTED WITHIN 21 DAYS AFTER SHIPMENT OF THE  
GOODS RECEIVED BY FREIGHT FORWARDER IF FCR IS REQUIRED.

+THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS  
CREDIT BY THE NEGOTIATING BANK.

+WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS AND BONA FIDE HOLDERS THAT  
ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF

Page 2 of 3

09/24/2007 16:39 9738396168

TD BANKNORTH-INT'L D

PAGE 04/04

Page: 3  
Reference Number: 10004122

THIS LETTER OF CREDIT ON OR BEFORE EXPIRATION DATE WILL BE DULY HONORED  
BY US.

THE DOCUMENTARY CREDIT IS SUBJECT TO THE VERSION OF THE ICC UNIFORM  
CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, INTERNATIONAL CHAMBER OF  
COMMERCE, PARIS, FRANCE, WHICH IS IN EFFECT ON THE DATE OF ISSUE.  
KINDLY ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO  
THE ATTENTION OF INTERNATIONAL, 2055 HAMBURG TURNPIKE, WAYNE, NJ 07470  
IF YOU NEED ASSISTANCE YOU MAY CONTACT CLARIBEL SEPULVEDA AT (973)  
283-4000.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Page 3 of 3

**Banknorth, N.A.**

International Department  
 2055 Hamburg Turnpike  
 Wayne, NJ 07470  
 Telephone: 973-283-4000  
 Facsimile: 973-839-6426

L/C no. \_\_\_\_\_  
 (For Bank Use)

**APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT** (Page 1 of 2)  
 (If using this form electronically, you should tab between fields or **DOUBLE-click** them with your mouse. Check boxes can be marked by hitting your space bar. Please see guidelines for completing this application on page 2.)

Subject to our Master Letter of Credit Agreement with you, please issue an irrevocable Commercial Letter of Credit (L/C) substantially as set forth below, and

send the original L/C directly to the Beneficiary  
 send the L/C to the Advising Bank indicated or your chosen correspondent, as applicable (for delivery to the Beneficiary)

by  cable (SWIFT/telex/cablegram).  courier.  airmail.  other: \_\_\_\_\_

Advising Bank (optional) <sup>2</sup>	Applicant: (Correspondent Bank on whose behalf Credit is issued) <b>PONCE DE LEON FEDERAL BANK</b> <b>3821 BERGENLINE AVENUE</b> <b>UNION CITY, NJ 07087</b>
Beneficiary of L/C (name & address expected to appear on invoices) <b>CARA INTERNATIONAL HOLDINGS LIMITED</b> <b>9/F., EASTERN FLOWER CENTRE</b> <b>22-24 CAMERON ROAD, TSIMSHATSUI</b> <b>KOWLOON, HONG KONG</b> <b>TEL. 852-2311 8380 / FAX. 852-2722 0672</b>	Amount (U.S. dollars unless otherwise indicated) up to: <b>\$ 190,017.00</b> plus or minus <u>      </u> %
Account Party : (Insert only if different from Applicant) <b>SLAMDUNK SPORTSWEAR, INC.</b> <b>1960 THIRD AVENUE</b> <b>NEW YORK, NY 10029</b>	Expiry Date of L/C (month in words, day, year) <b>MARCH 10, 2008</b> in the country of the Beneficiary unless otherwise indicated

Please make the L/C subject to the Uniform Customs and Practice for Documentary Credits (UCP) currently in effect.

Documents must be presented within 21 days after shipment (21 days if not otherwise specified) but, in any case, within the validity of the credit.

Draft(s) must be drawn at (specify "sight" or other tenor<sup>3</sup>) **60 DAYS AFTER SIGHT** (sight if not otherwise specified) for        % (100% unless otherwise specified) of Commercial Invoice value drawn on you or (specify other drawee if desired) \_\_\_\_\_ and accompanied by the following documents<sup>4</sup>:

Original and 2 copy(ies) of Commercial Invoice describing goods as<sup>5</sup>: **1466 CARTONS EQUALS 17,592 PAIRS OF SNEAKERS PO#10-091807-C**

## APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT (Page 2 of 2)

EXW<sup>6</sup> (Ex Works, Ex Factory At) \_\_\_\_\_ (place)  
 FCA<sup>6</sup> (Free Carrier At) \_\_\_\_\_ (place)  
 CPT<sup>6</sup> (Carriage Paid To) \_\_\_\_\_ (place)  
 CIP<sup>6</sup> (Carriage & Insurance Paid To) \_\_\_\_\_ (place)  
 FOB<sup>6</sup> (Free On Board At) CHINA (port of loading) (for port-to-port ocean shipments only; otherwise use FCA)  
 CFR<sup>6</sup> (Cost & Freight Paid To) \_\_\_\_\_ (port of discharge) (for port-to-port ocean shipments only; otherwise use CPT)  
 CIF<sup>6</sup> (Cost, Insurance & Freight Paid To) \_\_\_\_\_ (port of discharge) (for port-to-port ocean shipments only; otherwise use CIP)  
 Other terms \_\_\_\_\_

Marine Cargo Insurance Policy or Certificate (for CIP and CIF<sup>6</sup> shipments) in negotiable form for at least \_\_\_\_ % (110% unless otherwise specified) of Commercial Invoice value, endorsed in blank and covering the following risks:  
 All risks warehouse-to-warehouse  
 All risks warehouse-to-warehouse including war risks and strikes, riots and civil commotions  
 Other (specify) \_\_\_\_\_

Copy of a cable or fax message addressed to the Applicant giving date and means of shipment and description and value of the goods shipped, bearing the Beneficiary's original signed certification that "This is a true and accurate copy of a message sent as addressed within two days of shipment of the described goods" (for insurance purposes on EXW, FCA, CPT, FOB, and CFR<sup>6</sup> shipments).

Full set of Multimodal Transport (Door-to-Door) Bills of Lading showing place of receipt as \_\_\_\_\_ and place of delivery or final destination as \_\_\_\_\_ consigned to the order of the shipper, endorsed in blank.  
 Full set of Port-to-Port Bills of Lading showing port of loading as CHINA and port of discharge as NEW YORK/NEW JERSEY/ LOS ANGELES, consigned to order of shipper, endorsed in blank.  
 Transshipment<sup>7</sup> prohibited (only applies to Port-to-Port Bills of Lading).  
 Original Shipper's Copy of Air Waybill, showing airport of departure as \_\_\_\_\_ and airport of destination as \_\_\_\_\_, consigned to \_\_\_\_\_

Beneficiary's certificate that "one extra set of documents is accompanying the air shipment." (not applicable to ocean shipments)

The above Bills of Lading, Air Waybill or other transport documents are to be marked and evidence:  
 Freight<sup>8</sup>:  Collect  Prepaid Notify Party<sup>9</sup>: SLAMDUNK SPORTSWEAR INC.  
 Partial shipments:  Allowed  Not allowed Shipment not later than: JANUARY 10, 2008  
 Forwarder's Cargo Receipt issued by \_\_\_\_\_ showing merchandise received no later than \_\_\_\_\_, consigned to or held at the disposal of the Applicant.

Original and 2 copy(ies) of Packing List.  
 Original and   copy(ies) of Certificate of Origin.  
 Beneficiary's certificate that "one set of original documents has been couriered directly to \_\_\_\_\_."  
 Original and 2 copy(ies) of FOOTWEAR INTERIM INVOICE.

**SPECIAL CONDITIONS/INSTRUCTIONS**  
 Please make the L/C transferable in full or in parts by any bank. (not permitted unless marked)  
 All bank charges other than those of the Issuing Bank are for the account of the Beneficiary. (for Applicant if not marked)  
 Discount charges, if any (applicable only to drafts other than "sight"), are for the account of the  Beneficiary.  Applicant.  
 All documents are to be sent to you in one lot by courier. (airmail if not marked)  
 Other conditions/instructions: EARLIER SHIPMENTS PERMITTED, COMMERCIAL INVOICES MUST DETAIL: STYLE #, COLOR, SIZE RUN,  
QUANTITY AND PRICE OF EVERY STYLE PURCHASED

## APPLICATION FOR IRREVOCABLE COMMERCIAL LETTER OF CREDIT (Page 3 of 2)

**FULL SET ORIGINAL OCEAN BILL OF LADING CONSIGNEED TO: THE ORDER OF THE SHIPPER, BLANK ENDORSED, NOTIFY: SLAMDUNK SPORTSWEAR INC. 1960 THIRD AVE, NEW YORK, NY 10029, MARKED FREIGHT COLLECT, BEARING THIS LETTER OF CREDIT NUMBER.**

**IF FORWARDER CARGO RECEIPT IS IN LIEU OF BILL OF LADING, CONSIGNEED TO SLAMDUNK SPORTSWEAR INC. 1960 THIRD AVE, NEW YORK, NY 10029**

**SLAMDUNK SPORTSWEAR, INC.**

Account Party Name (if different from Applicant)



Applicant (Correspondent Bank's Name, if applicable)

9/21/2007

Authorized Signature

Date

Authorized Signature

Date

Phone No.: 212 216-9462

Fax No.: 212-216-9344

Phone No.:

Fax No.:

**GUIDELINES FOR COMPLETING THIS APPLICATION FORM**

1. If the proper arrangements have been made, applications and inquiries may be submitted by fax or e-mail to the addresses listed.
2. Advising Bank: If none is specified, the L/C will be advised through one of TD-BANKNORTH, N.A. Bank's correspondent banks/branches in the country of the Beneficiary.
3. Tenor: 'Sight' means payable immediately. For 'time' items, the tenor or maturity date should be specified. Example: '30 days after date of shipment'
4. Documents: Choose/specify all documents required for clearance of goods and internal use and to provide satisfactory evidence of shipment of goods as ordered. Keep in mind that non-documentary conditions cannot be included and the bank will pay as long as documents comply.
5. Merchandise: Description of goods should be as in the Beneficiary's proforma invoice but only in generic terms without excessive details such as quality, specifications, measurements, etc. This description will be required in the invoice presented under the L/C.
6. Shipping Terms: Shipping terms listed are standard Incoterms published by the International Chamber of Commerce and are used in international shipments to divide costs, rights, and obligations between buyers and sellers. *Do not be confused by the fact that some of the same terms are in common use for domestic shipments but have different meanings under the Uniform Commercial Code*, which only covers shipments within the United States, not internationally. In particular, FOB, CFR, and CIF are used internationally when goods are to be shipped via ocean and where it is agreed that the seller is responsible for inland carriage to the port of loading and any damage to the goods until they "cross the ship's rail." These 3 terms should not be used when requesting multimodal transport or when shipment is expected to be made in containers.
7. Transshipment: Unloading and reloading from one vessel to another of **break-bulk** goods during **ocean** carriage. Allowed unless otherwise specified. Even if prohibited, transshipment is allowed when goods are containerized and any time air or multimodal transport is requested unless the prohibition is explicitly stated under Other Instructions, e.g, "transport documents must not evidence unloading and reloading of goods, even if in containers, between the port of loading and the port of destination."
8. Freight: Choose 'prepaid' or 'collect' to match shipping term/Incoterm chosen.
9. Notify Party: Party to be notified by the carrier upon arrival of goods (usually a customs broker).

## **EXHIBIT I**



# G-Force Athletics, LLC.

www.GforceAthletics.com

45 W. 34th Street, Suite 603, New York, NY 10001  
Tel: (212) 216-9462 Fax (212) 216-9344

P/O No.: 10091807

P/O Date: 9/18/2007

Page 1

## Purchase Order

Vendor ID: 000009 Terms:

Ship Via: UPS SCS

Print Time: 9/21/2007 12:14

Attn:  
**CARA INTERNATIONAL HOLDINGS LTD.**  
9/F EASTERN FLOWER CENTRE, 22-24 CA  
ROAD  
TSIMSHATSUI, KOWLOON, HONG,  
Tel: Fax:

Ship To Address:  
**G-Force Athletics, LLC.**  
45 W. 34th Street, Suite 603  
New York, NY 10001

Payment Terms			Cancellation Date		Ship Date			FOB Point			
60 DAYS AFTER SIGHT					12/20/2007			XIAMEN			
Item No.	Color	Run	Description		Pr/Cs	Pr Qty	Cs Qty	Est.Rcv	PrPrice	CsPrice	Ext.Amt.
1810211	White/Navy	A	Bang Mid- White/Navy (Evil Knevil)		12		10	2/01/2008	10.35	124.20	1242.00
1810211	White/Navy	B	Bang Mid- White/Navy (Evil Knevil)		12		53	2/01/2008	10.35	124.20	6582.60
1810211	White/Navy	C	Bang Mid- White/Navy (Evil Knevil)		12		37	2/01/2008	10.35	124.20	4595.40
2810211	White/Navy	Z	Bang Mid- White/Navy (Evil Knevil)		12		117	2/01/2008	9.45	113.40	13267.80
1810209	Navy/White	A	Bang Mid- Navy/White (Fantastic 4)		12		8	2/01/2008	12.50	150.00	1200.00
1810209	Navy/White	B	Bang Mid- Navy/White (Fantastic 4)		12		42	2/01/2008	12.50	150.00	6300.00
1810209	Navy/White	C	Bang Mid- Navy/White (Fantastic 4)		12		30	2/01/2008	12.50	150.00	4500.00
2810209	Navy/White	Z	Bang Mid- Navy/White (Fantastic 4)		12		100	2/01/2008	11.75	141.00	14100.00
1810602	Red/White	A	Highlight Tape Mid- Red/White (Charles Barkley)		12		9	2/01/2008	12.75	153.00	1377.00
1810602	Red/White	B	Highlight Tape Mid- Red/White (Charles Barkley)		12		48	2/01/2008	12.75	153.00	7344.00
1810602	Red/White	C	Highlight Tape Mid- Red/White (Charles Barkley)		12		33	2/01/2008	12.75	153.00	5049.00
2810602	Red/White	Z	Highlight Tape Mid- Red/White (Charles Barkley)		12		117	2/01/2008	12.00	144.00	16848.00
1810601	Black/Red	A	Highlight Tape Mid- Black/Red (Destro)		12		9	2/01/2008	11.75	141.00	1269.00
1810601	Black/Red	B	Highlight Tape Mid- Black/Red (Destro)		12		48	2/01/2008	11.75	141.00	6768.00
1810601	Black/Red	C	Highlight Tape Mid- Black/Red (Destro)		12		33	2/01/2008	11.75	141.00	4653.00
2811403	Purple/Plaid	Z	Buck Wyler- Purple/Plaid		12		134	2/01/2008	8.85	106.20	14230.80
2811407	Purple/Multi	Z	Buck Wyler- Purple/Multi		12		117	2/01/2008	8.75	105.00	12285.00
11408	Red/Multi	Z	Buck Wyler- Red/Multi		12		117	2/01/2008	8.75	105.00	12285.00
11001	White/ Multi	A	Run N Gun- White/Multi (Marty Gras)		12		8	2/01/2008	10.50	126.00	1008.00
1811001	White/ Multi	B	Run N Gun- White/Multi (Marty Gras)		12		42	2/01/2008	10.50	126.00	5292.00



# G-Force Athletics, LLC.

www.GforceAthletics.com

45 W. 34th Street, Suite 603, New York, NY 10001  
Tel: (212) 216-9462 Fax (212) 216-9344

P/O No.: 10091807

P/O Date: 9/18/2007

Page 2

## Purchase Order

Vendor ID: 000009 Terms:

Ship Via: UPS SCS

Print Time: 9/21/2007 12:14

Attn:  
**CARA INTERNATIONAL HOLDINGS LTD.**  
9/F EASTERN FLOWER CENTRE, 22-24 CA  
ROAD  
TSIMSHATSUI, KOWLOON, HONG,  
Tel: Fax:

Ship To Address:  
**G-Force Athletics, LLC.**  
45 W. 34th Street, Suite 603  
New York, NY 10001

### Payment Terms

Cancellation Date

Ship Date

FOB Point

60 DAYS AFTER SIGHT

12/20/2007

XIAMEN

Item No.	Color	Run	Description	Pr/Cs	Pr Qty	Cs Qty	Est.Rcv	PrPrice	CsPrice	Ext.Amt.
1811001	White/ Multi	C	Run N Gun- White/Multi (Marty Gras)	12		30	2/01/2008	10.50	126.00	3780.00
2811001	White/ Multi	Z	Run N Gun- White/Multi (Marty Gras)	12		90	2/01/2008	10.00	120.00	10800.00
281103	Black/Multi	Z	Excalibur- Black/Multi (March Madness)	12		117	2/01/2008	12.80	153.60	17971.20
2811101	White/ Multi	Z	Excalibur- White/Multi (Dream Team)	12		117	2/01/2008	12.30	147.60	17269.20

Total Order: 24 Items

Open Stk Qty:

Cases: 1466

Purchase Amount: 190017.00

For Customer:

Actual Ship Cases:

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT J**

**Murphy, David M.**

---

**From:** Eric Sasson [esasson@gforceathletics.com]  
**Sent:** Wednesday, January 09, 2008 6:04 PM  
**To:** Murphy, David M.  
**Subject:** FW: Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - As per Eric's email yesterday that the Run-N-Gun order was to be stopped, pls consult with Alan for details - 11.08. 07  
**Attachments:** Re: Top Urgent - Joseph / Eric - RIB drawing - Regarding the outsole / midsole of Run-N-Gun (GFM7017) - 11.07.07; SHOP DRAWING CORR.pdf; GFM7017I (Run-N-Gun) - CFM sample - Men's #9 -11.03.07.jpg; Joseph - G-Force Order - Run-N-Gun - GFM7017I (White/Multi - Mardi Gras) - Quotation - 11.03.07; 11032007 - Quotation For G-Force - Run-N-Gun (GFM7017I).xls

Hi David,

See attached email for your reference.

Eric Sasson  
G-force Athletics, LLC  
Office: 212.216.9462  
Cell: 908.433.3370

----- Forwarded Message

**From:** Rosa Lee-Cara <rosalee@cara.com.hk>  
**Date:** Thu, 8 Nov 2007 11:50:42 +0800  
**To:** <josephasel@yahoo.com>, <Josephfd005@yahoo.com>, <esasson@gforceathletics.com>  
**Cc:** <slamdunksportwear@yahoo.com>, <annette@cara.com.hk>  
**Subject:** Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - As per Eric's email yesterday that the Run-N-Gun order was to be stopped, pls consult with Alan for details - 11.08. 07

Joseph / Eric

As per Eric's email yesterday that the Run-N-Gun order was to be stopped, pls consult with Alan for details, tks.

B.Rgds./Rosa 11.08.07

-----Original Message-----

**From:** Joseph Davis [mailto:[josephasel@yahoo.com](mailto:josephasel@yahoo.com)]  
**Sent:** Wednesday, November 07, 2007 11:04 PM  
**To:** Rosa Lee-Cara; Josephfd005@yahoo.com <mailto:[Josephfd005@yahoo.com](mailto:Josephfd005@yahoo.com)> ; esasson@gforceathletics.com <mailto:[esasson@gforceathletics.com](mailto:esasson@gforceathletics.com)>  
**Cc:** slamdunksportwear@yahoo.com <mailto:[slamdunksportwear@yahoo.com](mailto:slamdunksportwear@yahoo.com)> ; annette@cara.com.hk <mailto:[annette@cara.com.hk](mailto:annette@cara.com.hk)>  
**Subject:** Re: Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - Would you please help to fill in the "CFM sample approval status" to us - 11.07. 07

Rosa,

This shoe is taking too long. The protos are too late. The price is way off. The revised tooling will make it later. It is looking worse.

We need to decide if we will move forward with it. Too much was wasted already.

As I said in August our key buyer wanted to see it at Magic and now that buy is not interested.

I will get back to you. Do not resend your mail. I recognized it yesterday.

Joseph

-----Original Message-----

**From:** Rosa Lee-Cara [mailto:[rosalee@cara.com.hk](mailto:rosalee@cara.com.hk)]

**Sent:** Wednesday, November 07, 2007 10:23 AM

**To:** 'josephasel@yahoo.com'; 'Josephfd005@yahoo.com'; 'esasson@gforceathletics.com'

**Cc:** 'slamdunksportwear@yahoo.com'; 'annette@cara.com.hk'

**Subject:** Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - Would you please help to fill in the "CFM sample approval status" to us - 11.07. 07

Joseph / Eric

We still haven't got any adjustment from you today, please advise & pls confirm the attached price of GFM7017I (White/Multi -Mardi Gras) which sent to you on Nov-3, tks.

B.Rgds./Rosa 11.07.07

-----Original Message-----

**From:** Joseph Davis [mailto:[josephasel@yahoo.com](mailto:josephasel@yahoo.com)]

**Sent:** Tuesday, November 06, 2007 12:58 AM

**To:** Rosa Lee-Cara; Josephfd005@yahoo.com <mailto:[Josephfd005@yahoo.com](mailto:Josephfd005@yahoo.com)> ; esasson@gforceathletics.com <mailto:[esasson@gforceathletics.com](mailto:esasson@gforceathletics.com)>

**Cc:** slamdunksportwear@yahoo.com <mailto:[slamdunksportwear@yahoo.com](mailto:slamdunksportwear@yahoo.com)> ; annette@cara.com.hk <mailto:[annette@cara.com.hk](mailto:annette@cara.com.hk)>

**Subject:** Re: Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - Would you please help to fill in the "CFM sample approval status" to us - 11.03. 07

Rosa,

This proto still needs some work. I will send you adjustments today.

Best,  
Joseph

-----Original Message-----

**From:** Rosa Lee-Cara [mailto:[rosalee@cara.com.hk](mailto:rosalee@cara.com.hk)]

**Sent:** Saturday, November 03, 2007 3:56 PM

**To:** 'josephasel@yahoo.com'; 'Josephfd005@yahoo.com'; 'esasson@gforceathletics.com'

**Cc:** 'slamdunksportwear@yahoo.com'; 'annette@cara.com.hk'

**Subject:** Joeph / Eric - G-Force Order - GFM7017I - CFM samples (Men's #9) - Would you please help to fill in the "CFM sample approval status" to us - 11.03. 07

Hi Joseph / Eric

Today (3 Nov , 2007) we sent out the below samples to your NYO via UPS#H750-6008-183.

We would like you can help to fill in the "CFM sample approval status" to us once upon receipt, tks.

Besides, we would grateful if you can sign back the CFM sample x0.5Pair to us, thank you very much .

P.S. Sorry to inform you that there are some material & color mistakes of this CFM sample (Met Panel material & Collar color).

Would like you to review & advise us the comments once upon receipt, thank you.

Enclosed the photos for your easy reference, thank you.

B.Rgds. / Rosa 11. 03. 07

Description      Quantity

<< CFM sample >>

GFM7017I (Run-N-Gun - White/Multi - Mardi Gras)   Men's #9   dd 2/Nov/2007 1.5 Pairs

1.5 Pairs

----- End of Forwarded Message